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Party Wall agreement

This Agreement, Made this 22nd day of December, 1945, by and between Alfred L. Larson, hereinafter called the first party, Eleanor Larson, his wife, and Frank Hirshfield & Son, Inc., a corporation, hereinafter called the second party, Witnesseth:

Whereas, first party is the owner of the land and premises in the City of Minnesota, in the County of Hennepin, State of Minnesota, described as follows, towit:

All that part of C. W. Clark's Addition to the Town (now City) of Minneapolis, goag & Rell's Addition to Minneapolis, and Wells, Sampson & Rell's Addition to Minneapolis, described as follows:

commencing at a point in Northwesterly line of Hennepin Avenue, where line dividing Lots Nine (9) and Ten (10), Block Six (6), Wells, Sampson & Rell's Addition to Minneapolis intersects Northwesterly line of Hemmepin Avenue; thence Northwesterly along said dividing line between Lots Nine (9) and Ten (10) and said line extended One Hundred Sixteen (116) feet; thence at right angles to said last-mentioned line Southemesterly and parallel to Northwesterly line of Hennapin Avenue to point of intersection with Northerly line of Lot Pive (5), Block Six (6), Hoag & Fell's Addition to Minneapolis; thence Westerly along Northerly line of said Lot Five (5) to point of its intersection with Easterly line of Ninth Street; thence Southerly along Basterly line of Ninth Street Fifty-two and forty-eight nundredths (52.48) feet, more or less, to Southwest corner of said Lot Five (5), which also is or may be point of intersection with North line of Weils, Sampson & Bell's Addition; thence Easterly along South line of said but Five (5), which line may also be Southerly line of Hoag & Bell's Addition and Northerly line of Wells, Sampson & Bell's Addition Forty-five and five-tenths (45.5) feet, more or less, to point where said line intersects line dividing Lots Seven (7) and Eight (8), Block Six (6), Wells, Sampson & Bell's Addition; thence Southeasterly along line dividing said Lots Seven (7) and Eight (8) to point of intersection of said line with Northwesterly line of Hennepin Avenue; thence Northeasterly along Northwesterly line of Hennepin Avenue to point of beginning, and

Whereas, first party has conveyed, or is about to convey, to the second party all that part of said land and premises lying south and west of a line described as follows, to-wit:

Commencing at the point of intersection of the Northwesterly line of Hennepin Avenue with the dividing line between Lots Eight (8) and Nine '9) in Block Six (6), Wells, Sampson & Bell's Addition to Minneapolis; thence Northwesterly along the dividing line between said Lots Eight (8) and Nine (9) and same extended a distance of One Hundred Sixteen (118) feet to a point in Lot Five (5) of Block Six (6), Hoag & Bell's Addition to Minneapolis; thence gouthwesterly parallel with the Northwesterly line of Hennepin Avenue Eight (8) feet to an intersection with a line drawn parallel with and Nineteen and sixty-eight hundredths (19.68) feet North of the South line of said Lot Five (5) in Block Six (8), Hoag & Bell's Addition to Minneapolis; thence Westerly parallel with the South line of said Lot Five (5) a distance of Eighty-five and seven hundredths (85.7) feet, more or less, to the Easterly line of Night Street, and

Whereas, along and upon said las fescribed line, from Hennepin Avenue northwesterly a distance of approximately 100 feet, there is now, and has been for many years, a brick and concrete wall, supporting on the one side a six-story building and on the other a two-story building, which wall is approximately sixteen (16) inches thick and is situated one-half on each side of the above-described line, and

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Whereas, access to the second floor of the building on the bremises of the second party is to beans of a door in said wall and a stairway, entryway and door opening on Hennepin Arenue, said stairway, entryway and door being entirely on the premises belonging to the first party, the area covered by said stairway and entryway being approximately 5.5 feet in width and 35.4 feet in length, and

Whereas, it is desirable that the rights and interest of each party in and to said wall be stated and defined.

Now, Therefore, in consideration of the premises and the mutual promises of the parties treeto, the said parties agree with each other as follows, to-wit:

- (1) Above-described wall shall become and remain a party wall and the common property of said owners and their respective heirs and assigns.
- (3) Each party shall have the right to use said wall by inserting timbers or other construction material up to but not beyond a vertical plane drawn through the center and along the entire length of said wall, and otherwise to use said wall in any manner that may not interfere with the equal use of the other half of the wall by the other owner.
- (3) Each owner may carry up the building on his own side of said wall to any height and for that purpose, if not promitted by municipal regulations or ordinances, may extend the height of said wall.
- (4) If the height of the existing wall shall at any time be raised by either party, the cost of such extension shall be paid by the party causing such extension to be made; with the proviso, however, that the other party shall pay his proportionate part of the value thereof if and when he shall use the whole or any part of such added structure, such value to be fixed as of the time of the appropriation for use of the part of the wall so taken.
- (5. If it shall become necessary to repair or rebuild any portion of said party wall now used by both parties, then and in that event the cost of such repairing or rebuilding shall be borne equally by the parties hereto; if it becomes necessary to repair or rebuild some part of the wall now used by only one of the parties hereto, then the cost thereof shall or borne by the party so using the wall.
 - (a) First party hereby grants to second party an essement over, upon, along and through the above-described stairway, entryway and door, being the means of ingress to and egress from the second floor of second party's building to and from Hennepin Avenue, for the use of said second party, his agents, servants, licensees, customers and all seeking entrance to said second floor. The oust of maintaining same shall rest on first party. The present dimensions of said stairway and entryway shall be and remain as they now are.
 - (7) First party retains the right to make any alterations, repairs, or enlargement of said building in any manner whatsoever and without first producing the consent of the party of the second part; provided, that the said stairway is preserved intact and unmolested for the free use and occupancy hereby granted to the party of the second part by virtue of the above created easement.
 - (8) If any dispute shall arise between the owners, such dispute, or difference, shall, as soon as it appears that the parties cannot agree, be referred to the final determination and award of two competent persons as arbitrators, one of whom shall be chosen by the owner of such of the respective parcels, and if the two arbitrators so named cannot agree, the two shall name a third, and the decision of any two of said arbitrators. Shall then be binding upon the parties hereto.
 - (9) The parties hereto, for themselves, their heirs, executors, administrators and assigns, do covenant with each other that the agreements herein contained shall be covenants running with the land, and that the rights, duties, and obligations hereunder of each party, and of those claiming under him or them, shall cease with the termination of his or their ownership of said respective parcels of land, except the duties and obligations growing out of any erection or use made during ownership.

In Testimony Whereof, the first party and his said wife have hereunic set their hands

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and the second narry has caused these presents to be executed by its thereunto authorized officers and its corporate smal to be hereunto affixed the day and year first above written.

In Presence Of:
Lloyd R. Peterson
Alfred L. Larson
Eleanor Larson

Elmer R. Wigand Edw. H. Schmidt Frank Hirschfield & Son, Ync. Frank Hirschfield & Son, Inc. By Elizabeth Hirschfield Its President

Frank R. Hirschfield Its Secretary

(Corporate Seal)

State Of Minnesota)
SS
County Of Hennepin)

On this 22nd day of December, 1945, before me, a notary public, within and for said County, personally appeared Alfred L. Larson and Eleanor Larson, his wife, to me known to be the persons described in, and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Theo W.Arlander
Notary Public, Hennepin County, Minn.
My commission expires February 2, 1946.
(Notarial Seal)

State Of Minnesota)
SS
County Of Hennepin)

On this 22nd day of December, 1945, before me, a notary public, within and for said County, personally appeared Elizabeth Hirshfield and Frank R. Hirshfield to me personally known, who, being each by me duly sworn did say that they are respectively the President and Secretary of the corporation named in the foregoing instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said Elizabeth Hirshfield and Frank R. Hirshfield acknowledged said instrument to be the free act and deed of said corporation.

Elmer R. Wigand Elmer R. Wigand Notary Public, Hennepin County, Minn. My Commission Expires Dec. 22, 1951. (Notarial Seal)

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Dog. No. 2537227 Filed Jan 5 1946 at 10 o'clock A. M.

State Of Minnesota County Of Mennepin Probate Court

In the Matter of the Estate of Bhel M. Erickson Decreed.

Representation of the market of the contraction of

Decres of Distribution:

The above entitled matter same duly on to be heard on the 20th day of August, 1945, upon the potition of the representative of eard entate for the distribution of

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